
**U.S. AUTO FINANCE, INC.
U.S. AUTO SALES, INC.
USASF SERVICING LLC**
as Company/Borrowers

MIDCAP FINANCIAL TRUST,
as Lender Agent

and

WESTLAKE PORTFOLIO MANAGEMENT, LLC,
as Servicer

TRI-PARTY SERVICING AGREEMENT

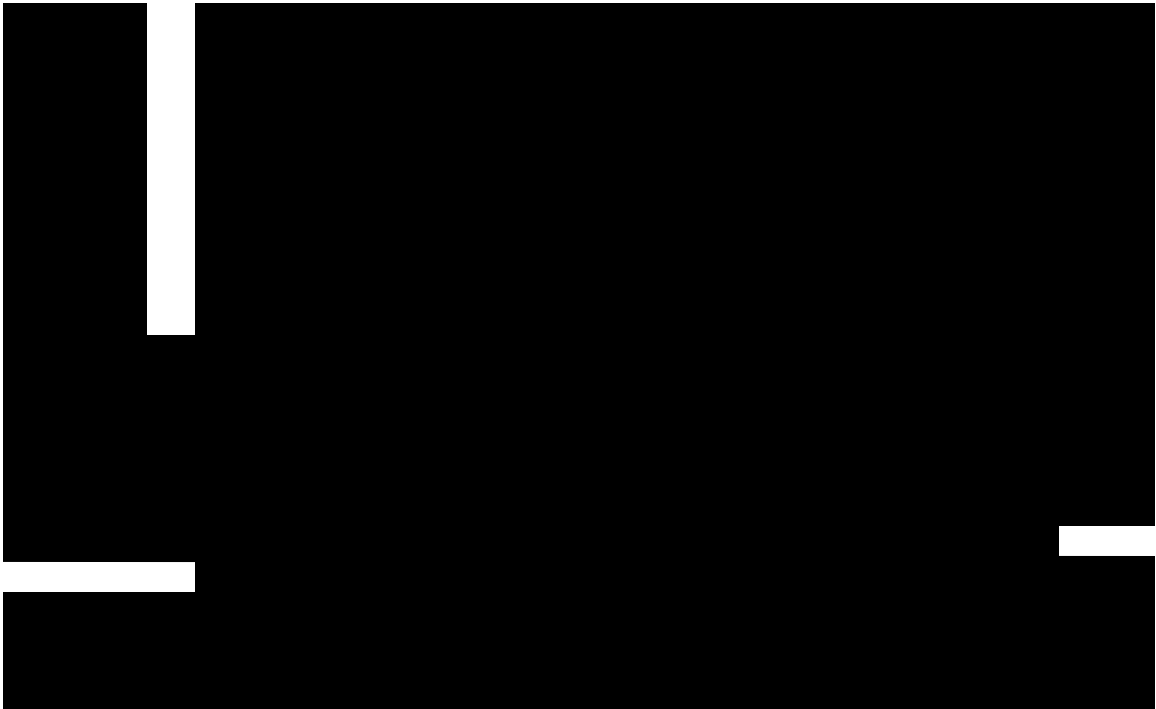
Dated as of May 22, 2023

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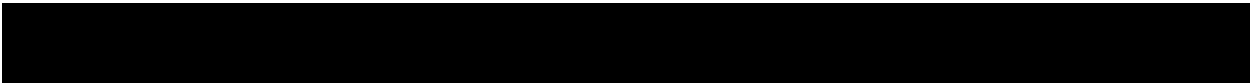
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SCHEDULES



Schedule C — Powers of Attorney SC-1




This TRI-PARTY SERVICING AGREEMENT dated as of May 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among U.S. AUTO FINANCE, INC., U.S. AUTO SALES, INC. and USASF SERVICING LLC (together, the “Company”), WESTLAKE PORTFOLIO MANAGEMENT, LLC, a California limited liability company (“Servicer”), as the servicer and MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as Administrative Agent (in such capacity, with its successors and assigns in such capacity, “Lender Agent”).

WHEREAS, the Company originates Contracts that evidence the sale of a motor vehicle by U.S. Auto Sales, Inc. to an Obligor, which Contracts are acquired by U.S. Auto Finance, Inc. and have historically been serviced by USASF Servicing LLC;

WHEREAS, the Contracts and all related Receivables, Receivables Files and Financed Vehicles are pledged to Lender Agent as collateral to secure advances made to the Company pursuant to that certain Amended and Restated Loan and Security Agreement, dated as March 24, 2021 (as amended) among Lender Agent, the Company, as borrowers, and the lenders signatory thereto (the “Credit Agreement”);

WHEREAS, Servicer is in the business of servicing contracts similar to the Contracts, and the Company desires to enter into this Agreement pursuant to which Servicer will perform specified servicing duties with respect to the Contracts and related Receivables and Financed Vehicles, as described herein, for an on behalf of Company and the Lender Agent (as secured party of the Company under the Credit Agreement), and will remit all proceeds thereof as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and the year first above written.

WESTLAKE PORTFOLIO MANAGEMENT,
LLC,

as Servicer

DocuSigned by:

By: Todd Larufa
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Name: Todd Larufa

Title: Vice President

U.S. AUTO FINANCE, INC.,
as a Company

By: _____

Name:

Title:

U.S. AUTO SALES, INC.,
as a Company

By: _____

Name:

Title:

USASF SERVICING LLC,
as a Company

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and the year first above written.

WESTLAKE PORTFOLIO MANAGEMENT,
LLC,
as Servicer

By: _____
Name:
Title:

U.S. AUTO FINANCE, INC.,
as a Company

By: J. Christian Rudolph
Name: J.Christian Rudolph
Title: Chief Financial Officer

U.S. AUTO SALES, INC.,
as a Company

By: J. Christian Rudolph
Name: J.Christian Rudolph
Title: Chief Financial Officer

USASF SERVICING LLC,
as a Company

By: J. Christian Rudolph
Name: J.Christian Rudolph
Title: Chief Financial Officer

MIDCAP FINANCIAL TRUST,
as Lender Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE C

POWERS OF ATTORNEY

[Attached]

POWER OF ATTORNEY

This Power of Attorney (this “Power of Attorney”) is executed and delivered by U.S. Auto Finance, Inc., a Delaware corporation (“Grantor”) to Westlake Portfolio Management, LLC (“Attorney”), pursuant to the Servicing Agreement, executed by Grantor as of May 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Servicing Agreement”), among Grantor, MidCap Financial Trust, as Lender Agent, and Attorney, as Servicer. All capitalized terms used herein shall have the meanings set forth in the Servicing Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor absent a Servicer Termination Event that goes uncured pursuant to the terms of the Servicing Agreement.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Servicing Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it to do the following: (i) give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) make all necessary transfers of the Contracts or the related Financed Vehicles in connection with any sale or other disposition made pursuant hereto, (iii) execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) sign any agreements, orders or other documents in connection with or pursuant to the Servicing Agreement, (v) pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or the Contracts or the related Financed Vehicles, (vi) defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (vii) in the name of Attorney, file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of the Contracts or the related Financed Vehicles, (viii) sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of the Contracts or the related Financed

Vehicles, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith and (ix) all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon the Contracts or the related Financed Vehicles, all as fully and effectively as it might do. Grantor hereby ratifies, to the extent permitted by Applicable Law, all that said attorneys shall lawfully do or cause to be done by virtue hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of this 22nd day of May 2023.

U.S. AUTO FINANCE, INC.

By: [Signature]
Name: J.Christian Rudolph
Title: Chief Financial Officer

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF GA)
) SS.
COUNTY OF Gwinnett)

On 5/22/2023 before me, (Nicholas Wimberley), personally
Name of Notary Public
appeared J. Christian Rudolph , who proved to me on the
Name of Signatory

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Public Signature

Notary Public Seal



[Signature Page to Power of Attorney]

POWER OF ATTORNEY

This Power of Attorney (this "Power of Attorney") is executed and delivered by U.S. Auto Sales, Inc., a Georgia corporation ("Grantor") to Westlake Portfolio Management, LLC ("Attorney"), pursuant to the Servicing Agreement, executed by Grantor as of May 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Servicing Agreement"), among Grantor, MidCap Financial Trust, as Lender Agent, and Attorney, as Servicer. All capitalized terms used herein shall have the meanings set forth in the Servicing Agreement.

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Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney's own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Servicing Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it to do the following: (i) give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) make all necessary transfers of the Contracts or the related Financed Vehicles in connection with any sale or other disposition made pursuant hereto, (iii) execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) sign any agreements, orders or other documents in connection with or pursuant to the Servicing Agreement, (v) pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or the Contracts or the related Financed Vehicles, (vi) defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (vii) in the name of Attorney, file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of the Contracts or the related Financed Vehicles, (viii) sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of the Contracts or the related Financed

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IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of this 22nd day of May 2023.

U.S. AUTO SALES, INC.

By: [Signature]
Name: J. Christian Rudolph
Title: Chief Financial Officer

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) SS.
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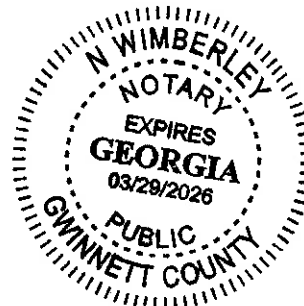
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

Notary Public Seal



POWER OF ATTORNEY

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USASF SERVICING LLC

By: [Signature]
Name: J. Christian Rudolph
Title: Chief Financial

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[Signature]
Notary Public Signature

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